



**The Comptroller General  
of the United States**

Washington, D.C. 20548

## **Decision**

**Matter of:** Lionhart Group, Ltd.--Request for Reconsideration  
**File:** B-232731.2  
**Date:** November 4, 1988

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### **DIGEST**

Request for reconsideration is denied where protester, who essentially reiterates arguments initially raised and basically disagrees with original decision, fails to show any error of fact or law that would warrant reversal or modification.

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### **DECISION**

Lionhart Group, Ltd., requests reconsideration of our decision in Lionhart Group, Ltd., B-232731, Oct. 12, 1988, 88-1 CPD ¶     , in which we dismissed Lionhart's protest under invitation for bids No. DABT01-88-B-1049, issued by the Department of the Army, Fort Rucker, Alabama, for learning laboratory instructor services, because Lionhart had permitted its bid to expire, thereby removing itself from an interested party status under our Bid Protest Regulations, 4 C.F.R. § 21.1(a) (1988).

We deny the request for reconsideration.

In its request for reconsideration, Lionhart concedes that it had refused to extend the acceptance period of its bid, but argues that we failed to take into consideration facts which indicated that its refusal was the result of duress and coercion by the contracting officer. Lionhart alleges that the contracting officer not only regarded it as the low, responsive bidder but as responsible--because of the firm's satisfactory performance under prior contracts--and was therefore "threatening" Lionhart with the award of this contract even though that same contracting officer considered Lionhart's sole teacher candidate to be unqualified because the firm had not presented evidence that the teacher's state certification had been renewed. Lionhart

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maintained that state authorities had approved renewal of the certificate but its processing had been delayed by a paperwork backlog.

Lionhart states it objected to any award of the contract to itself under these circumstances because it feared that the contract would only be terminated for default on the basis that unqualified staff was being used for its performance. In order to maintain good relationships with Fort Rucker, yet preserve its objection to the rejection of its teacher candidate, Lionhart states it proposed an accommodation to Fort Rucker contracting officials which the protester thought was acceptable to them. Lionhart states it agreed, were it to be found nonresponsible, not to contest that determination and also agreed not to protest the award of the contract to the other bidder, the incumbent contractor. However, it did state that it "may seek to recover [its] bid preparation expenses," by filing a bid protest with our Office, because the Army improperly deemed its teacher candidate unqualified.

The protester says that when it subsequently received a request by Fort Rucker for an extension of its bid acceptance period so that the Army would have more time to "evaluate the situation," it refused, apparently out of concern that it would immediately be awarded a contract destined to be terminated for default. These are the "coercive" circumstances the protester speaks about.

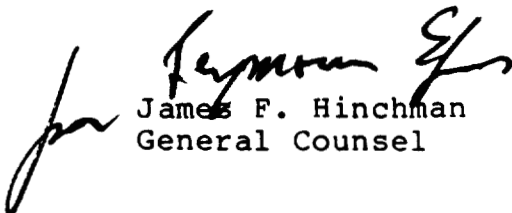
Lionhart, therefore, asked us to rule that its teaching candidate was in fact qualified, and to therefore award it the costs of preparing its bid and of pursuing this protest, for the award of a contract for which the protester made itself ineligible by refusing to extend its bid. Although Lionhart argues that it was compelled to let its bid expire in order to protect itself from an arbitrary award of the contract and subsequent termination for default, we think it could be said with equal validity that Lionhart's refusal to extend its bid deprived the Army of the opportunity to award the firm a contract which it would have been found qualified to perform, and no termination for default would have occurred. We are referring to the facts that Fort Rucker requested the bid extension to "evaluate the situation" and, according to the protester, its teacher candidate received her renewed state certificate only 2 days after Lionhart's bid expired. If, as Lionhart indicates, the lack of such a certificate was the only stumbling block to a determination that its teacher candidate was qualified, it would seem that issue could have been resolved in Lionhart's favor during an extended bid acceptance period which Lionhart had refused to grant.

The preceding discussion is not so much taken from the protester's request for reconsideration, which basically is a reiteration of arguments it made in its initial protest, as much as it is an expanded discussion of events described in the original protest and considered by us prior to our dismissal. As we indicated in our dismissal, our jurisdiction to consider bid protests is limited to those filed by interested parties, which are defined as an actual or prospective bidders or offerors whose direct economic interests would be affected by the award of a contract or by the failure to award a contract, 4 C.F.R. § 21.0(b). In refusing to extend its bid acceptance period, Lionhart precluded any possibility that it could be awarded this contract even if we were to conclude that its teaching candidate was qualified. A bidder cannot take active steps which render it ineligible for award and at the same time maintain a bid protest before our Office.

The established standard for reconsideration is that the requesting party must show that our prior decision contains either errors of fact or law, or information not previously considered that warrant its reversal or modification. 4 C.F.R. § 21.12(a); ITS Corporation--Request for Reconsideration, B-228919.2, Feb. 2, 1988, 88-1 CPD ¶ 101. Repetition of arguments made during resolution of the original protest or mere disagreement with our decision does not meet this standard. Id.

Lionhart's repetition of its previous arguments, and disagreement with our decision on the basis that we failed to consider "coercive" circumstances, is not a showing that our decision contained errors of law or fact that warrants reconsideration.

The request for reconsideration is denied.

  
James F. Hinchman  
General Counsel